It is a duty of the master to maintain the working place of the servant in a reasonably safe condition. *Nall, Adm'x, v. Louisville & Nashville R. R. Co.*, 129 Ind. 260. In England, it is established that the master fully discharges this duty by appointing competent servants to act for him. *Waller, Adm'x, v. The South Eastern Ry. Co.*, 2 H. L. C. 102; although some inclination to restrict this doctrine is apparent. *Smith, Master and Servant*, p. 257; *Stat. 43 and 44 Vic.*, c. 42. In this country, the English rule has been adopted by several States. 54 L. R. A. 120, note "f." But the Circuit Court of Appeals holds that this duty is non-delegable, so as to exempt the master from liability. *Louisville & Nashville R. R. Co. v. Ward*, 61 Fed. 927. And many of the State courts have decided similarly. *Louisville E. & St. L. C. R. Co. v. Hanning*, 131 Ind. 528; *Anderson v. Michigan Cent. R. R. Co.*, 107 Mich. 591; and have therein the strong support of text writers. *Wharton, Neg.*, Secs. 211, 212, 232; *J. F. Dillon, Employer's Liability*, 24 Am. Law Rev. 175. It would seem a nearer approach to justice to hold that the implication in the contract of service is one requiring the employer to exercise reasonable care to secure to the servant a safe working place, even when acting through an agent, rather than one compelling the servant to assume the liability for the neglect of that agent. *Hough v. Railway Co.*, 100 U. S. 213.

SERVANT—INJURIES—EMPLOYER'S LIABILITY—"SUPERIOR SERVANT" RULE.—KNUTTER V. NEW YORK & N. J. TEL. CO., 52 ATL. 565 (N. J.).—A general district superintendent, with power to hire and discharge, negligently caused injury to a workman under his authority. *Held*, that the superintendent and workman were fellow-servants, and hence the employer was not liable for the injury.

In holding that mere superiority of rank of one servant over another is not sufficient to destroy the relation of co-service, so as to make the master liable for injury done by the former to the latter, the Court follows the preponderance of decision; *Wilson v. Merry*, 1 H. L. Sc. App. 326; *Central R. Co. v. Keegan*, 160 U. S. 349; *Moody v. Hamilton Mfg. Co.*, 159 Mass. 70, and of text-book authority; *Shearm. & Red., Neg.*, Sec. 100; 3 *Wood, Railway Law*, Sec. 388; although a few States maintain the opposite. *Cleveland, Col. & Cin. R. Co. v. Keary*, 3 O. St. 201; and the denial that the power to hire and discharge is the criterion for determining whether the liability rests on the master or not is also well supported; *Alaska Mining Co. v. Whelan*, 168 U. S. 86; *Pierce, Rec'r v. Oliver*, 18 Md. 87; although this is the accepted doctrine in one State, *Missouri Pac. R. Co. v. Williams*, 75 Tex. 4, and is upheld by commentators, *Shearm. & Red., Neg.*, Sec. 103; *Wood, Master and Servant*, Sec. 448. But there is strong authority to support the view that one having general charge of a separate department, with power to hire and discharge, as in the case in question, is not a fellow servant; *Northern Pac. R. Co. v. Peterson*, 162 U. S. 346; *Lanning v. R. R. Co.*, 49 N. Y. 521; *Wood, Master and Servant*, Sec. 446; *Redfield, Railways*, pp. 528, 529 and note; despite a not very widespread recognition of it, and its absolute denial by one court. *Albro v. Agawan Canal Co.*, 6 Cush. (Mass.) 75.

TAXATION—ATTEMPT TO ESCAPE.—BROWN ET AL. V. NEWELL ET AL., 41 S. E. 835 (S. C.).—A. released a prior note and mortgage to B. and then executed a subsequent note and mortgage to C., which was assigned to B.